

Fill in this information to identify the case:

Debtor 1 Wendy Marie-Marble Szyska

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of MI

Case number 19-52458

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Rushmore Loan Management Services, LLC as servicer for First Guaranty Mortgage Corporation

Court Claim No. (if known): 5

Last 4 Digits of any number you use to identify the debtor's account: XXXXXX3911

Date of Payment Change:
Must be at least 21 days after
date of this notice 02/01/2021

New Total Payment:
Principal, interest, and escrow, if any \$760.05

Part 1: Escrow Account Payment Adjustment

1 Will there be a change in the debtor's escrow account payment?

☐ No)

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law.
If a notice is not attached, explain why: _____

Current escrow payment: \$ 284.60**

New escrow Payment: \$ 278.01

Part 2: Mortgage Payment Adjustment

2 Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No)

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law.
If a notice is not attached, explain why: _____

Current interest rate: _____ %

New interest rate: _____ %

Current principal and interest payment \$ _____

New principal and interest payment: \$ _____

Part 3: Other Payment Change

3 Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No)

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement (court approval may be required before the payment change can take effect.)
Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number

Check the appropriate box

☐ I am the creditor)

☐ I am the creditor's authorized agent)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information and reasonable belief

X /s/ Cheryl D. Cook (P52128)

Signature

Date December 3, 2020

Print **Cheryl D Cook**

Title Attorney for Creditor

First Name Middle Name Last Name

Company **Potestivo & Associates, P.C.**

Address: 251 Diversion Street
Rochester, MI 48307

Email: ccook@potestivolaw.com

****Disclaimer - Please note the "most recent mortgage payment" including an escrow amount of \$282.76 referenced in the Escrow Account Disclosure Statement attached to this Notice of Mortgage Payment Change is the escrow portion of the payment that the Debtors are contractually due for under the terms of the mortgage. However, the Debtor's current post-petition escrow payment amount prior to the payment change reflected in this notice is \$284.60, as set forth in the Notice of Mortgage Payment Change filed on April 28, 2020 (docket no. 32).**



Rushmore Loan Management Services
P.O. Box 814529
Dallas, TX 75381

ANTICIPATED ESCROW ACCOUNT DISBURSEMENTS		
MORTGAGE	INS	\$703.80
HAZARD	INS	\$1,119.00
TAXES		\$1,513.31

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT
AND CHANGE OF PAYMENT NOTICE PREPARED FOR:

Loan Number: Redacted
Analysis Date: 11/24/2020

JAY A SZYSKA
WENDY M SZYSKA
PO BOX 605
MEMPHIS MI 48041-0605

Redacted

NEW MONTHLY PAYMENT IS AS FOLLOWS:

Principal and Interest	\$482.04
Required Escrow Payment	\$278.01
Shortage/Surplus Spread	\$.00
Optional Program Payment	\$.00
Buydown or Assistance Payments	\$.00
Other	\$.00

TOTAL MONTHLY PAYMENT	\$760.05
NEW PAYMENT EFFECTIVE DATE:	02/01/2021

FOR BORROWERS IN BANKRUPTCY OR BORROWERS WHOSE DEBT HAS BEEN DISCHARGED IN BANKRUPTCY, THIS IS AN INFORMATIONAL STATEMENT AND IT IS NOT AN ATTEMPT TO COLLECT A DEBT. PLEASE NOTE THAT EVEN IF YOUR DEBT HAS BEEN DISCHARGED IN BANKRUPTCY AND YOU ARE NO LONGER PERSONALLY LIABLE ON THE DEBT, THE LENDER MAY, IN ACCORDANCE WITH APPLICABLE LAW, PURSUE ITS RIGHTS TO FORECLOSE ON THE PROPERTY SECURING THE DEBT.

Rushmore Loan Management Services has completed an analysis of the escrow account. We have adjusted the mortgage payment to reflect changes in the real estate taxes and/or property insurance. The escrow items to be disbursed from the account are itemized above. If you have questions regarding this analysis, please write to our Customer Service Department at Rushmore Loan Management Services, P.O. Box 814529, Dallas, TX 75381, or call toll-free 1-888-616-5400.

In the event you utilize a third party to remit your payments, please inform them of the effective date of any change in your payment.

ANNUAL ESCROW ACCOUNT PROJECTION FOR THE COMING YEAR

This is an estimate of activity in the escrow account during the coming year based on payments anticipated to be made from the account.

MONTH	PAYMENTS TO ESCROW ACCOUNT	PAYMENTS FROM		ESCROW ACCOUNT		PROJECTED	BALANCE REQUIRED
		MIP/PMI	TAXES	FLOOD	HAZ. INS.		
STARTING BALANCE						\$930.96	\$924.49
FEB 21	\$278.01	\$58.65				\$1150.32	\$1143.85
MAR 21	\$278.01	\$58.65				\$1369.68	\$1363.21
APR 21	\$278.01	\$58.65				\$1589.04	\$1582.57
MAY 21	\$278.01	\$58.65				\$1808.40	\$1801.93
JUN 21	\$278.01	\$58.65				\$2027.76	\$2021.29
JUL 21	\$278.01	\$58.65			\$1119.00	\$1128.12	\$1121.65
AUG 21	\$278.01	\$58.65				\$6.47	\$0.00 *
SEP 21	\$278.01	\$58.65			\$1341.01	\$225.83	\$219.36
OCT 21	\$278.01	\$58.65				\$445.19	\$438.72
NOV 21	\$278.01	\$58.65				\$664.55	\$658.08
DEC 21	\$278.01	\$58.65			\$172.30	\$711.61	\$705.14
JAN 22	\$278.01	\$58.65				\$930.97	\$924.50

*Indicates a projected low point of \$6.47 . Under the mortgage contract, state or federal law, the lowest monthly balance should not exceed \$0.00. The difference between the projected low point and the amount required is \$1,489.75 . This is the surplus.

Please keep this statement for comparison with the actual activity in your account at the end of the next escrow accounting computation year.

IF THIS ESCROW ANALYSIS INDICATES THAT THERE IS A SURPLUS, IT MAY NOT MEAN THAT YOU ARE ENTITLED TO RECEIVE A RETURN OF THAT SURPLUS. THIS ANALYSIS WAS CALCULATED BASED ON AN ASSUMPTION THAT THE ACCOUNT IS CURRENT ACCORDING TO THE TERMS OF THE NOTE AND MORTGAGE/DEED OF TRUST. IF THE ACCOUNT IS BEHIND, IN DEFAULT, OR IN BANKRUPTCY, THIS ANALYSIS MAY NOT REFLECT THE CURRENT STATE OF THE ACCOUNT OR THE TERMS OF A BANKRUPTCY PLAN. IF THERE ARE ENOUGH FUNDS IN THE ESCROW ACCOUNT AND THE SURPLUS IS \$50 OR GREATER, THAT SURPLUS WILL BE MAILED TO YOU WITHIN 30 DAYS, PROVIDED THE ACCOUNT IS CURRENT UNDER THE TERMS OF THE NOTE AND MORTGAGE/DEED OF TRUST.

LOAN NUMBER: Redacted SURPLUS AMOUNT: \$1,489.75
NAME: JAY A SZYSKA

IF THERE ARE ENOUGH FUNDS IN THE ACCOUNT TO DISBURSE THE PROJECTED OVERAGE AND THE ACCOUNT IS CURRENT, THEN THE REFUND WILL BE MAILED TO YOU WITHIN 30 DAYS.

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - ACCOUNT HISTORY
This is a statement of actual activity in the escrow account from 07/2020 through 01/2021. Last year's projections are next to the actual activity. The most recent mortgage payment was \$764.80 of which \$282.76 went to the escrow account and the remainder of \$482.04 went towards the mortgage loan. An asterisk (*) indicates a difference between a projected disbursement and actual activity.

MONTH	PAYMENTS TO ESCROW ACCOUNT		PAYMENTS FROM ESCROW ACCOUNT		DESCRIPTION	ESCROW BALANCE COMPARISON	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
STARTING BAL.						\$903.71	\$2612.68-
JUL 20	\$284.60	\$323.85*	\$58.65	*	MIP INSURANC	\$1129.66	\$2288.83-
JUL 20				\$58.65*	RBP/FHA INSU	\$1129.66	\$2347.48-
AUG 20	\$284.60	\$323.85*	\$58.65	*	MIP INSURANC	\$1355.61	\$2023.63-
AUG 20			\$1171.77	\$1341.01*	TOWN/BORO	\$183.84	\$3364.64-
AUG 20				\$58.65*	RBP/FHA INSU	\$183.84	\$3423.29-
SEP 20	\$284.60	\$282.76*	\$58.65	*	MIP INSURANC	\$409.79	\$3140.53-
SEP 20				\$58.65*	RBP/FHA INSU	\$409.79	\$3199.18-
OCT 20	\$284.60	\$282.76*	\$58.65	*	MIP INSURANC	\$635.74	\$2916.42-
OCT 20				\$58.65*	RBP/FHA INSU	\$635.74	\$2975.07-
NOV 20	\$284.60	\$3685.08*	\$58.65	*	MIP INSURANC	\$861.69	\$710.01
NOV 20				\$58.65*	RBP/FHA INSU	\$861.69	\$651.36
DEC 20	\$284.60	\$284.60	\$58.65	*	MIP INSURANC	\$1087.64	\$935.96
DEC 20			\$172.30	\$172.30	TOWN/BORO	\$915.34	\$763.66
DEC 20				\$58.65*	RBP/FHA INSU	\$915.34	\$705.01
JAN 21	\$284.60	\$284.60	\$58.65	*	MIP INSURANC	\$1141.29	\$989.61
JAN 21				\$58.65*	RBP/FHA INSU	\$1141.29	\$930.96

Last year, we anticipated that payments from the escrow account would be made during this period totaling \$3,415.11. The lowest monthly balance should not have exceeded \$.00, the lowest amount required by the mortgage contract, state or federal law.

OVER THIS PERIOD, AN ADDITIONAL \$.00 WAS DEPOSITED INTO THE ESCROW ACCOUNT FOR INTEREST ON ESCROW.

The actual lowest monthly balance was less than \$.00. The items with an asterisk on the account history may explain this, if you would like a further explanation, please call our toll-free number: 1-888-616-5400.

ADDITIONAL NOTICES

Rushmore Loan Management Services LLC is a Debt Collector attempting to collect a debt.

Bankruptcy Notice. If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

LEGAL NOTIFICATION: Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Notice of Error Resolution & Information Request Procedures

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:

Rushmore Loan Management Services LLC

P.O. Box 52262

Irvine, California 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you

All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

HUD STATEMENT

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll free telephone at 1-800-569-4287.

Equal Credit Opportunity Act Disclosure

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552.

REV 02/20



P.O. Box 55004
Suite 100
Irvine, CA 92619

www.rushmorelm.com

ANTICIPATED ESCROW ACCOUNT DISBURSEMENTS

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*If there is an amount listed in the "Actual" column under Payments To Escrow Account on Page 2 above, then this is the assumption that was made and indicates the amount that would have been paid into escrow for a contractually current loan. This number does not represent payments that were actually made by you. As discussed above, these escrow calculations are calculated based on an assumption that the account would be current according to the terms of the note and mortgage/deed of trust.



**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

IN RE:

Wendy Marie-Marble Szyska

Debtor,

Case No. 19-52458

Chapter 13

Judge Mark A. Randon

PROOF OF SERVICE

I, Carrie Williams, state that on the 3rd day of December 2020, I served a copy of the Notice of Mortgage Payment Change and Proof of Service of same upon:

Wendy Marie-Marble
Szyska
80122 Robert St.
Memphis, MI 48041

Krispen S. Carroll
719 Griswold
Suite 1100
Detroit, MI 48226

Richard Clark
30833 Northwestern Hwy
Suite 224
Farmington Hills, MI
48334

By placing same in a well sealed envelope, by first class mail, with the proper prepaid postage thereon and depositing same in a United States Mail receptacle in the City of Rochester, State of Michigan to Debtor and via CM-ECF electronic filing to the Debtor's Attorney and the Chapter 13 Trustee.

/s/ Carrie Williams

Carrie Williams

Employee of Potestivo & Associates, P.C.

251 Diversion Street

Rochester, MI 48307

248-853-4400